

CONTRACT PERIOD THROUGH OCTOBER 31, 2004

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MODULAR FURNITURE RECONFIGURATION SERVICES -FMD**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **OCTOBER 17, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/~~le~~-mm
Attach

Copy to: Clerk of the Board
Steve Varscsak, FMD
Monica Mendoza, Materials Management

SPECIFICATIONS ON INVITATION FOR BIDS FOR: MODULAR FURNITURE RECONFIGURATION SERVICES - FMD

1.0 INTENT:

The intent of this Invitation For Bid is to establish a service contract to provide reconfiguration and relocation, for modular systems furniture, including design (CAD services), pickup, delivery, and installation. The resultant pricing agreement is a “requirements” based pricing agreement. If contractor accepts the “purchase/procurement card”, payments will be made as such.

2.0 TECHNICAL SPECIFICATIONS:

2.1 The Contractor shall provide all labor, supervision, equipment, tools, materials, transportation, and all effort necessary to carry out the specifications herein.

2.2 Regular business hours will be from 6:00 AM through 6:00 PM Monday thru Friday. After hours shall be considered as time parameters of the aforementioned. Saturday, Sunday, and holidays are priced accordingly in ATTACHMENT A, PRICING.

2.3 Response time to all *REGULAR* service work (repairs) shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during *REGULAR* hours, which shall be two (2) hours. The six (6) hour response time shall carryover the next working day if called into Contractor’s office after 12:00 Noon.

2.4 *AFTER HOURS, SUNDAY AND HOLIDAY* work shall be scheduled with the requesting agency.

2.5 Work time shall apply from the time of arrival at the designated location from which the work begins until satisfactory completion of the reconfiguration,

2.6 The Contractor shall be permitted to access and work consecutive days (including weekends and holidays) once the work has commenced. Access must be coordinated with Facilities Management staff or the User Agency.

2.7 DESIGN SERVICE AND DESIGN FEES:

2.7.1 Design service entails designing the office module area and providing an installation blueprint drawing by conducting a site analysis and field measurement. Design services shall include all necessary coordination with the County requesting agency and the approval of the Facilities Management Planning Division. At a minimum this to include an on-site visit, measuring, calculating, and creating a full set of blueprints. The County agency will be allowed one (1) major revision in the block planning stage, and one (1) major revision in the final drawing stage without incurring any additional costs for design services. Changes outside the scope of the aforementioned revisions will be priced in accordance with the hourly price offered for additional design services. Should a County agency have design work done, but elect not to purchase the system, design work shall be reimbursed at the hourly rate.

2.7.2 Design fees entail providing installation drawings only. Design fees are for the purposes of reconfiguration type projects for new and older systems furniture. Installation drawings are different from design blueprints, which depict installation information for the installers to assemble the systems furniture on-site. The design fee shall include only actual time spent in designing or redesigning of the work station(s), time spent performing CAD drawing(s), and any changes made to the drawings by the requesting County agency.

2.7.3 The County reserves the right to provide both or one of these services as explained in §2.7.1 and 2.7.2, to County agencies as an in-house service. The County agency or the Facilities Management Department will have the option to determine whether design services or design fees will be performed by the Contractor, or in-house. If performed in-house, the Contractor shall not add such changes to the project.

2.7.4 Design Services Procedures:

The following procedure shall be followed when performing design services:

- (A) The FMD Planning Division (Or authorized County agency) shall contact the Contractor with the request to design, supply, and install the systems furniture. If contacted by the County agency, the Contractor must notify the FMD Planning Division.
- (B) The Contractor must: 1) respond to the initial call, 2) within two (2) business days set a follow-up meeting with the requesting agency, provide consultation regarding the project.
- (C) Based on the data conveyed by the agency, and information obtained from a required site analysis and field measurement report, the Contractor shall provide a tentative cost analysis and work schedule for completion of the job that shall include: 1) estimated cost, 2) delivery time, and 3) schedule for the project.
- (D) Requesting County agency shall then review the estimate, make any corrections, and approve the tentative work schedule so the Contractor can start design work.
- (E) The Contractor shall provide FMD and the County agency with a verbal tentative delivery date.

2.7.5 The Contractor shall provide an adequate staff of experienced design personnel capable of accomplishing the work to be performed under this contract

2.8 PROJECT WORK AND TIME AND MATERIALS:

2.8.1 Project work shall mean work performed on major reconfiguration, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Each of the contractors assigned to this contract (If multiple award) shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING.

2.8.2 The threshold from time and materials to project work shall be \$1,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.

2.8.3 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work.

- 2.8.4 The County's project quote sheet will contain the following information:
- The contract serial number and name;
 - Name and address of site;
 - FMD site ID number;
 - Detailed scope of work,
 - Other information relative to the SOW,
 - Project cost,
 - Check box for "will quote" or "will not quote" the project,
 - Deadlines for quote delivery,
 - Signature line for both the County and the Contractor
- 2.8.5 After site review of the project, the Contractor must submit the project quote sheet back to the requestor, either with acceptance and a firm price or decline with a written reason explaining why the project was declined. Contractors who have declined project work three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss possible default of contract.
- 2.8.6 The submitted project price quote shall be all-inclusive. Any cost overruns shall be absorbed by the Contractor; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if requested by them) prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment. ALL contractors shall have an opportunity to quote on project work (If multiple award), and the County user agencies MUST ensure all contractors of record for reconfiguration services receive such documentation.
- 2.8.7 Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid in Attachment A, PRICING.
- 2.8.8 This contract may also be used for time and materials work (under \$1,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so forth. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County will maintain a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and make a determination for default of contract.
- 2.8.9 Time And Materials, Labor Hour Quotes:
The Contractor, when submitting a quote to perform a T&M reconfiguration task, shall use his/her quote as an "estimate". The County will monitor the Contractor's time, ensuring hours spent on each job is verifiable. Only actual hours on the job shall be billed. Exceptions are "project quotes", wherein one price is all-inclusive to perform an entire job.
- 2.9 The Contractor MUST submit all reconfiguration and relocation service requests to the Facilities Management Department (FMD) to ensure compliance with applicable codes and ordinances (i.e., building codes, ADA, fire codes, County space standards, etc.). Exceptions are departments using special funding (i.e., Hospital, Housing Authority).

FMD will oversee the reconfiguration and be responsible for all communications and instructions to the contractor (with exceptions noted above). (Departments with recurring move requirements may elect to have a move coordinator assigned to work with FMD for complex or high security requirements).

- 2.10 The cost for any parts damaged by the Contractor shall be borne by the Contractor, including labor to replace said part(s).
- 2.11 The County reserves the right to utilize its own stock of parts. The Contractor will be provided access to the County furniture inventory. It is the responsibility of the Contractor to visit/review the inventory warehouse to ascertain what products are available to complete the project. The County's furniture inventory is maintained and owned by the Facilities Management Department. Special funded departments must provide their own components or purchase from another source.
- 2.12 Work performed by the Contractor shall be inspected by FMD and the Contractor to ensure that the quality of the work performed is satisfactory. If deficiencies are noted, a copy of the completed Performance Deficiency Report will be furnished to the Contractor. When notified of a deficiency, the Contractor shall make necessary corrections within twenty-four (24) hours. If a deficiency is of sufficient scope to make correction within twenty-four (24) hours unreasonable or unsafe, the Contractor shall notify FMD and request additional time. If FMD determines the request to be reasonable and prudent, FMD may grant permission for additional time to correct the deficiency. The authority to grant such permission is entirely at the discretion of FMD. All such corrective actions shall be done at no expense to the County. Should Contractor fail to make the necessary corrections after being notified of deficiencies, FMD reserves the right to seek other remedies for the deficiencies and to charge the cost of obtaining remedy against any payments due the Contractor.
- 2.13 The Contractor shall under no circumstances, except as noted above, initiate reconfiguration work projects without the involvement of FMD. The requesting County department shall notify FMD at least 4 weeks in advance of any work projects. A department-designated coordinator shall meet with a FMD representative, to review the reconfiguration requirements design preparation, schedules, and estimated costs.
- 2.14 The FMD designated representative shall be available on site or by phone during the reconfiguration to coordinate with the Contractor and resolve any problems.
- 2.15 The Contractor shall be held responsible and liable for all damages to County facilities, equipment, and fixtures, which result from the negligence of Contractor and Contractor employees. All damages shall be documented in writing. The contractor will not be paid until all damage issues are resolved.
- 2.16 The FMD designated representative will design the reconfiguration plans (floor plans/electrical connections). Alterations to this plan are prohibited unless authorized by the FMD representative. There may be times when the FMD designee will direct the Contractor to provide design plans.
- 2.17 **Removal Of Contractor's Employees:**
The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from any job covered by this contract any employees who endanger persons or property or whose action are unprofessional or inconsistent with the interest of Maricopa County under this contract.
- 2.18 **Employees Of The Contractor:**
No one except authorized employees of the Contractor are allowed on the premises of Maricopa County Buildings. Contractor's employees shall NOT be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of the Contractor to meet this requirement will result in permanent removal of the employee from County buildings. It shall be a requirement of the Contractor to have all staff performing work at the County Courts, Detention, Sheriff's Building/ sites pass a security background check. The County shall incur the cost of this requirement.

- 2.19 Basic Reconfiguration Requirements:
- 2.19.1 The Contractor shall be responsible for ensuring all telephone data lines remain intact and serviceable.
 - 2.19.2 The Contractor shall be responsible for cutting and fitting ceiling tiles as required for new power pole locations.
 - 2.19.3 The Contractor shall be responsible for transporting of all systems furniture to and from any work location, including the County surplus warehouse.
- 2.20 The Contractor shall ensure that all trash and debris generated by his activities is cleaned up and removed from the site. If the amount of trash and debris be so large as to make removal the same day impractical or unsafe, FMD may grant approval for additional time. Additionally, Contractor will ensure that all disturbances to the area where the Contractor performed are restored to the same condition as when the Contractor started work. Such disturbances may include, *but are not limited to*, moved furniture, bundles, trashcans, etc. If an inspection reveals that the Contractor fails to clean up after work has been performed, FMD will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor still fail to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County will deduct cost of the clean up from payment due the Contractor.
- 2.21 The Contractor shall use cleaning agents and wiping cloths to wipe down all workstation surfaces before acceptance by the County.
- 2.22 A Maricopa County Sheriff's Office background check will be a requirement for all employees of the Contractor's staff providing services to the County. This is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. ***The County shall incur the cost for this requirement.***
- 2.23 Invoicing:
- All invoicing for time and materials shall be sent to the County user agency that has requested the services of the Contractor. All T & M invoicing MUST include:
- Purchase order number (If used);
 - Terms as bid;
 - Contract serial number;
 - Job site name and address w/ FMD site number;
 - Description of work performed;
 - Itemized parts description and quantities;
 - Price of parts;
 - Total labor hours (MUST delineate if 'after hours' or 'Sunday/holiday' rates are billed);
 - Labor charges as bid;
 - Applicable sales tax on parts;
 - Grand total of invoice.
- Invoicing for project work must contain:
- Contract serial number;
 - Purchase order number (If used);
 - Terms as bid;
 - Description of work performed;
 - Location of job site and FMD site number);
 - Project cost as quoted;
 - Applicable construction tax if required (65% of retail tax rate);
 - Grand total.
- Attached to the invoice must be the project quote sheet and all change orders.

Invoicing that does not contain the above required information as listed above, will be sent back for corrections, which may delay payment to the Contractor.

2.24 Tax:

Taxes shall be imposed on modular systems parts and supplies purchased by the County. No tax shall be levied against labor (Exceptions: projects). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION:

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or resulting from the acts, errors, omissions, or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any act, errors, omissions or mistakes in the performance of the Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the even that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.4 **INSURANCE REQUIREMENTS:**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of the Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall no affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies, required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000.00 for each occurrence with a \$2,000,000.00 Products/Completed Operations Aggregate and a \$2,000,000.00 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and d **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000.00 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability Insurance.

- 3.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000.00, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.4.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000.00 for each accident, \$1,000,000.00 disease for each employee, and \$1,000,000.00 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.5 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY, upon request**, with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and title.

In the even any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.6 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.7 TERMS AND PAYMENT:

Payment under Contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The county is not subject to excise tax.

3.8 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.9 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate work space for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.10 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time to place and make payment for orders under the Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.11 PROMPT PAYMENT DISCOUNT:

Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment within seventy-two hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

3.12 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

3.13 INQUIRIES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN STREET
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEVE VARSCSAK 602-506-8198

Inquiries may be submitted by telephone but must be followed up in writing. *No oral communication is binding on Maricopa County.*

3.14 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE HELD ON AUGUST 1, 2001, 9:00 A.M., MST, AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST, PHOENIX, AZ 85003

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail. Except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of , a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day fires provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end June 30 of each year, shall e subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION – EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensations, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES;

In addition to all other remedies as Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency(ies) shall monitor the Contractors' compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided by this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to an after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.24 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

T & T OFFICE RESOURCES, 1826 W BROADWAY SUITE #1, MESA, AZ 85202

KNOCKDOWN INC, 502 N. 37TH DRIVE, SUITE 101, PHOENIX, AZ 85009

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING: S076403 / B0604196

PRICING:

BIDDERS CERTIFY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Multiple awards have been made to this contract. County using agency shall determine and utilize the contractor offering the County the greatest cost benefit, based upon the specific project and the pricing listed below.

1.0	PRICING:	PRIMARY AWARDEE
	All billable labor rates after the first hour shall be in increments of one-quarter hour. Reconfiguration labor to include, but not limited to: reconfiguration of existing (dismantle and reassemble by plans), dismantle and relocate to County storage, pickup from County storage and assemble,	
	LABOR, T&M:	
1.1	Reconfiguration services, regular hours:	\$23.00 /hr.
1.2	Reconfiguration services, after hours, weekends, holidays: (4-hour minimum)	\$30.00 /hr.
1.3	Design services:	\$30.00 /hr.
1.4	Design fees:	\$30.00 /hr.
1.5	Additional design services above and beyond Section 2.7:	\$30.00 /hr.
1.6	Cost for modular furniture components purchased by County, Cost plus:	10 %
1.7	Labor, for services outside the scope of contract (This labor rate for services related to systems furniture, but not covered by the specifications defined herein):	\$23.00 /hr.
	PROJECT WORK:	
	All project work to be quoted as all-inclusive	

T & T OFFICE RESOURCES, 1826 W BROADWAY SUITE #1, MESA, AZ 85202
KNOCKDOWN INC, 502 N. 37TH DRIVE, SUITE 101, PHOENIX, AZ 85009

Terms: 2% 10 DAYS NET 30

Federal Tax ID Number: ~~75-2201030-A~~ **73-1629542**

Telephone Number: ~~602/484-0054~~ **602/909-2501**

Fax Number: ~~602/484-9291~~ **480/503-4009**

Contact Person: Ty Brewster

Vendor Number: ~~752201030-A~~ **731629542**

E-mail Address: ~~Tbrewster@knockdownusa.com~~ ty_brewster@msn.com

Contract Period: To cover the period ending **October 31, 2004.**

OFFICE SYSTEMS INSTALLATION, LLC, 3638 W THOMAS ROAD SUITE #2, 1848 W. LATHAM STREET, SUITE A, PHOENIX, AZ 85019 85007

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ 0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING: S076403 / B0604196

PRICING:

BIDDERS CERTIFY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Multiple awards have been made to this contract. County using agency shall determine and utilize the contractor offering the County the greatest cost benefit, based upon the specific project and the pricing listed below.

1.0	PRICING:	SECONDARY Awardee
	All billable labor rates after the first hour shall be in increments of one-quarter hour. Reconfiguration labor to include, but not limited to: reconfiguration of existing (dismantle and reassemble by plans), dismantle and relocate to County storage, pickup from County storage and assemble,	
	LABOR, T&M:	
1.1	Reconfiguration services, regular hours:	\$21.00 /hr.
1.2	Reconfiguration services, after hours, weekends, holidays: (4-hour minimum)	\$31.50 /hr.
1.3	Design services:	\$30.00 /hr.
1.4	Design fees:	\$30.00 /hr.
1.5	Additional design services above and beyond Section 2.7:	\$30.00 /hr.
1.6	Cost for modular furniture components purchased by County, Cost plus:	15 %
1.7	Labor, for services outside the scope of contract (This labor rate for services related to systems furniture, but not covered by the specifications defined herein):	\$25.00 /hr.
	PROJECT WORK:	
	All project work to be quoted as all-inclusive	

**OFFICE SYSTEMS INSTALLATION, LLC, 3638 W THOMAS ROAD SUITE #2, 1848 W. LATHAM STREET, SUITE A,
PHOENIX, AZ 85019 85007**

Terms: 1% 10 DAYS NET 30

Federal Tax ID Number: 86-0888128

Telephone Number: 602/ 253-9392

Fax Number: 602/ 253-6432

Contact Person: Paul Reuter

Vendor Number: 860888128

E-mail Address: osiinstall@earthlink.net

Contract Period: To cover the period ending **October 31, 2004.**